

MASTER CONTRACT
AGREEMENT

BETWEEN

SHENANDOAH SUPPORT
ASSOCIATION PLUS

AND

SHENANDOAH COMMUNITY
SCHOOL DISTRICT

2006-2007

Shenandoah Community School District is an equal employment opportunity and affirmative action employer. The District does not discriminate on the basis of race, color, creed, sex, national origin, religion, age or disabilities in its educational programs, services or employment practices. Inquiries concerning application of this statement, including grievance procedures should be addressed to:

*Affirmative Action Coordinator
Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601
or call 712-246-1581.*

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The Board of Education of the Shenandoah Community School District, of Page County, State of Iowa, and the Shenandoah Support Staff Plus, agree to the following:

ARTICLE I

RECOGNITION AND DEFINITION

A. RECOGNITION

The Shenandoah Community School District is recognized as a public employer governed by an elected Board of Directors that is charged by law with the responsibility for and authority to manage and direct the operations of said school district.

The Shenandoah Support Association Plus (SSA+), as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for all employees as set forth by the PERB certification instrument case number 6743, issued January 15, 2004.

B. DEFINITIONS

1. The term "Board", as used in this agreement, shall mean the Board of Directors of the Shenandoah Community School District, or its duly authorized representatives.
2. The term "Employee", as used in this agreement, shall mean only those persons who are in the certified bargaining unit and includes full-time and regular part-time Associates, Aides, Food Service, Transportation, Secretaries and Custodians and excludes Administrators, Supervisors, Certified Staff, Superintendent's Secretary, Substitutes and Temporary Employees.
3. The term "Association", as used in this agreement, shall mean the Shenandoah Support Association Plus (SSA+) or its duly authorized representatives.
4. "Day" shall mean the employee working day, except during the summer recess when it shall mean days on which the Central Administrative Offices are open, unless otherwise indicated.
5. One year of service will be awarded to an employee who works more than 50% of their possible contract days during a fiscal year. The number of possible contract days differs between job classifications.

ARTICLE II

PROCEDURE FOR NEGOTIATIONS

Initial requests for meetings may be made by either party directly to the other in writing. The Association shall make such requests to the Superintendent, with a copy to the President of the Board. The Board shall make such requests to the President of the Association. Within five (5) days of the date of the request, the parties shall agree to a mutually convenient time and place for the initial meeting.

Both parties agree to good faith negotiations that require a free and open exchange of views by both parties involved. Both parties further agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. Such obligation to negotiate in good faith does not compel either party to a proposal or make a concession.

ARTICLE III

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of the Article is to provide for a mutually acceptable method for the prompt and equitable settlement of alleged grievances over the interpretation and application of this Master Contract Agreement. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.

B. DEFINITION

1. A "grievant" shall mean an employee, employees, or the Association, filing a grievance.
2. A "grievance" shall mean a claim or complaint by an employee, employees, or the Association in the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.
3. Day: As used in the Article, "Day" shall mean the employee working day, except during the summer recess when it shall mean days on which the Central Administrative Offices are open, unless otherwise indicated. The time limits provided herein may be extended by mutual agreement.

C. INDIVIDUAL RIGHTS

A grievant may be represented at all stages of the grievance procedure by himself, or at his/her option, by an Association representative selected or approved by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present at the formal step and beyond.

If the disposition of any grievance at the informal level is inconsistent or contrary to the provisions of the Agreement, the Association may, at their options, pursue the grievance to the next level.

D. PROCEDURES

1. Should an employee have a grievance, it should be processed in the following manner:
 - a) Informal Step: An employee who claims a grievance shall attempt to resolve the grievance informally, within fifteen (15) working days after the occurrence upon which the grievance is based by informal discussion with the appropriate immediate supervisor. The immediate supervisor will give his/her oral answer to the grievance within ten (10) days after the grievance was presented to him/her.
 - b) Formal Step: Level One: If the grievance cannot be resolved informally, the grievant or Association may file the grievance in writing with the immediate supervisor within five (5) days of the informal discussion with the supervisor. The supervisor shall make a decision

of the grievance and communicate it in writing to the employee and the Association within five (5) days after receipt of the grievance. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of the Agreement alleges to have been violated, the issue involved, and the relief sought. The written grievance shall be filed on a grievance report form as described in Appendix B of this Agreement. The immediate supervisor shall provide a written answer to the grievant and a copy thereof to the Association within five (5) days after receipt of the written grievance.

Level Two: If the grievance is not settled at Level One and the grievant or Association wishes to appeal the grievance to Level Two, the written grievance shall be submitted to the Superintendent or his/her designee within five (5) days after receipt of Level One Supervisors written answer. The Superintendent or his/her designee will, if requested by the grievant, meet with the grievant or Association within five (5) days at a mutually agreeable time to consider the grievance. The Superintendent or his/her designee will provide a written answer to the grievant or Association within five (5) days following such meeting, or from the date of submission if no meeting is requested.

2. If the grievance is not settled in accordance with the foregoing procedure, the grievant or Association may refer the grievance to arbitration by written notice of a request for arbitration, submitted to the Superintendent or his/her designee within five (5) days after receipt of the Superintendent's answer to Level Two. Said written notice shall be signed by the grievant and a representative of the Association. Within five (5) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall within ten (10) days after receipt of the notice, jointly request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Within five (5) days after receipt of the panel, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order alternately strike a name from the list and the fifth (5th) and remaining person shall act as arbitrator.

Upon notification to the arbitrator that he/she has been selected to serve, and after a general description of the pending grievance to be resolved, the arbitrator shall be required to give the parties an estimate of when a written decision on the matter may be issued after the arbitration hearing. If the time period estimated exceeds thirty (30) calendar days, either the District or the grievant or the Association may object to the selection of said arbitrator, and the last arbitrator struck on the list shall be selected to serve. Subject to the availability and convenience of the Board and Association representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, at which hearing the Association shall first (1st) present its

evidence, and with each side having the right to file a post-hearing brief. Such a hearing shall be private unless otherwise agreed to by the parties.

3. An arbitrator selected pursuant to the provisions of Section 2 shall have no authority to amend, modify, nullify, ignore, add or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that of the Employer, unless that discretion is ruled to be arbitrary or capricious, or to make any decision contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law. No liability shall accrue against the Board for a date prior to the date that the actual event gave rise to the filing of the grievance occurred. The arbitrator will not in any way limit or interfere with the powers, responsibilities, rights and prerogatives of the Board under applicable law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall, within the scope of the arbitrator's authority, as defined herein and as contained in, be final and binding upon the parties. The arbitrator may hear more than one (1) grievance involving similar facts, issues and contract provisions, if it is mutually agreed to by the Board and the grievant or Association.
4. The parties will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and a court reporter and the costs of a hearing room, if a room outside the District facilities is required. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for each copy. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives or witnesses.

E. MISCELLANEOUS

1. Grievance Reports: Records which deal solely with the processing of a grievance, such as the grievance forms, administration responses and arbitration award, shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
2. Privacy of Hearings: All meetings and hearings under this procedure shall be conducted in private.
3. Release Time: When it is required for a grievant or an Association representative to meet regarding a grievance during the workday, to participate in any meetings or hearings hereunder, said grievant and representative shall be released without loss of compensation. The Association shall pay for the substitute, provided one is used.

4. Failure at any step of this grievance and arbitration procedure to file, present, process or appeal a grievance within the time limits specified above, shall bar an employee, the Association or its representative from further pursuit of the grievance and any such grievance shall be considered as waived and settled. The failure of the Employer's specified representatives to answer a grievance within the time limits specified above shall be deemed a denial of the grievance which may then be timely appealed to the next step. The time limits specified in this Article shall be strictly observed, but may be extended or reduced by mutual agreement.
5. Year-End Grievance: In the event a grievance is filed at such time it cannot be processed through all the steps in the grievance procedure by the end of the school year, if the grievance and the remedy sought do not involve any monetary expenditure by the District, and if the grievance has been processed through Formal Level One and the remedy sought would not require the change of any work assignments or student scheduling, it may be left unresolved until the beginning of the following school year if the grievant(s) show that to require processing of the grievance in the time lines set forth in this procedure would unduly prejudice the grievant(s).
6. Transmission of Decisions: All decisions rendered at Level One and Two of the grievance procedure shall be in writing and setting forth the decision and shall be hand delivered to the grievant and to the Association where possible. Decisions rendered at Level Three shall be in accordance with the procedures set forth in the section on arbitration.
7. All grievances at Steps One, Two, and Three shall be presented, discussed and processed during Employees' non-working time, except as provided for under "Release Time" defined above.
8. At his/her option, a grievant may be accompanied by an Association representative at any stage of the grievance procedure.
9. No reprisals shall be taken by the Employer against a grievant for exercising his/her rights under the grievance procedure.

ARTICLE IV

DUES DEDUCTIONS

A. AUTHORIZATION

Any employee covered by the Agreement may, upon written notice, authorize a payroll deduction for regular current annual dues to the Shenandoah Support Staff Association, Iowa State Education Association, National Education Association, and Southwest UniServ Unit.

B. DURATION

Deductions shall be in equal payments over a period of not more than nine (9) months beginning in October. Employees who sign up for deductions after September 25 shall have the total dues prorated on the basis of the remaining months of employment through June. The deductions shall be in effect for one (1) year unless revoked, in writing, by a twenty (20) day written notice to the Central Office. Such notice shall be given to the Treasurer of the Association within ten (10) school days. Loss of certification by the PERB or non-renewal of this Agreement shall also terminate this deduction

C. NOTIFICATION

It shall be the responsibility of the Association to inform its members as to the procedures involved in requesting and terminating this deduction, provide the necessary authorization forms, and to deliver all authorization forms to the Central Office no later than the first of the month following the date of employment. The procedure shall be outlined on an appropriate form attached to this contract.

D. TERMINATION

Members shall submit notification of termination of the dues deductions with a twenty (20) day written notice to the Central Administrative Office. Notice shall be given by the employee to the Treasurer of the Association within ten (10) school days. The form for official notice of termination of dues deductions shall be attached to this contract.

E. TRANSMISSION OF DUES

The School District shall make reasonable attempts to transmit to the Association the total deduction for Association dues within twenty (20) days of their deduction, along with a listing of employees for whom deduction was made, providing the Association shall hold harmless and defend the Board against any action or claim in relation to such dues deduction, if the Board had made dues deduction in compliance with this Article.

- F. If, for any reason, the District shall be unable to comply with any of the provisions of this Article with respect to any of the time factors involved, such time factors shall be appropriately revised by mutual agreement between the parties.

ARTICLE V

SICK LEAVE

A. Sick leave applies as follows:

- 1st year 10 days
- 2nd year 11 days
- 3rd year 12 days
- 4th year 13 days
- 5th year 14 days
- Subsequent years 15 days

B. Unused sick leave is cumulative to 120 days.

C. When an employee is absent from work as a result of a job-related injury or illness covered by workman's compensation, the employee may invoke one of the following alternatives:

1. The employee may draw workman's compensation with no supplemental pay from the Board, which would result in no loss of accumulated sick leave.
2. The employee may elect to have the Board supplement the workman's compensation to the extent that the compensation and supplemental are equal to the employee's regular salary. Sick leave days shall be used to justify the supplement by the Board in the same ratio as the supplement to the regular salary.

D. Evidence may be required to confirm the employee's illness, the need of illness leave, the ability to return to work and the capability to perform the duties required.

E. An employee shall be paid \$10 for each unused sick day upon resigning or retiring from the district, provided the employee has been under contract with the district for a minimum of 10 years and the employee is resigning or retiring in good standing. This payment shall be made in July of the next fiscal year. This item would become effective with the 2006-2007 collective bargaining agreement and will not be retroactive.

ARTICLE VI

LEAVES OF ABSENCES

Employees shall be entitled to the following temporary non-accumulative paid leaves of absence upon the approval of a request of such leave.

A. BEREAVEMENT LEAVE

Up to five (5) days per occurrence, not cumulative, for death of a member of the immediate family. The immediate family includes child, stepchild or other custodial dependent, spouse, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grandparent of the employee.

A maximum of one day of bereavement leave will be granted for the death of a close friend or other relative not listed above.

B. FAMILY AND MEDICAL LEAVE

Employees of the district are entitled to unpaid family and medical leave to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993. (This inclusion shall in no way reduce or adversely impact any other provisions of the leave policy).

C. JURY DUTY

The Board will allow classified employees to be excused for jury duty unless extraordinary circumstances exist. The Superintendent has the discretion to determine when extraordinary circumstances exist.

Jury duty leave may be paid or unpaid. If jury duty is paid leave, the employee must pay the school district the money he/she received for being on the jury. Classified employees will receive their regular salary.

When the classified employee is dismissed from jury duty, the employee shall report to their supervisor. The employee shall be required to perform the employee's duties remaining to be completed that day.

D. MILITARY SERVICE LEAVE

The Board recognizes classified employees may be called to participate in the armed forces, including the National Guard. If a classified employee is called to serve in the armed forces, the employee shall have a leave of absence for military service until the military service is completed.

The leave shall be without loss of status or efficiency rating, and without loss of pay during the first thirty calendar days of the leave.

E. PERSONAL LEAVE

At the beginning of the school year, each non-certified employee shall be granted two (2) days of leave without loss of pay to be used for the employee's personal business at the employee's discretion. A day is defined to be the employee's normal working day. For example, if you normally work 4 hours per day, one personal day of 4 hours is intended.

An employee planning to use a leave day shall notify his/her supervisor three (3) days in advance except in cases of emergency.

No personal leave day will be allowed the work day immediately preceding or immediately following any holiday, paid vacation, school recess, during the first or last weeks of the school year, or non-contract days such as teacher's workshops, inservices or parent-teacher conferences, except in cases of emergency. Should an emergency arise during the above days, permission is to be obtained from the employee's immediate supervisor.

Personal leave days shall not accumulate.

Each employee shall be reimbursed for a maximum of two (2) personal days not used during a school year. This reimbursement will be \$25 per day. A written request must be received in the Central Office on or before June 1st of the current school year. This reimbursement will be added to the employee's June check with appropriate taxes withheld.

F. POLITICAL LEAVE

The Board will provide a leave of absence to classified employees to run for elective public office. The Superintendent shall grant a classified employee a leave of absence to campaign as a candidate for an elective public office as unpaid leave.

The classified employee will be entitled to one period of leave to run for the elective public office, and the leave may commence any time within thirty days of a contested primary, special, or general election and continue until the day following the election.

The request for leave must be in writing to the Superintendent at least thirty days prior to the starting date of the requested leave.

G. PROFESSIONAL LEAVE

Professional leave may be granted to classified employees for the purpose of attending meetings and conferences directly related to their assignments. Application for the leave must be presented to the Superintendent one week prior to the meeting or conference.

It shall be within the discretion of the Superintendent to grant professional leave. The leave may be denied on the day before or after a vacation or holiday, on special days when services are needed, when it would cause undue interruption of the education program and school district operation, or for other reasons deemed relevant by the Superintendent.

H. ILLNESS IN THE IMMEDIATE FAMILY

Classified employees shall be granted leave of absence at full pay for an illness in the immediate family (spouse, children, mother, father, brother, sister, grandparent, or others of close familial relationship who, with approval of the Superintendent, because of a more unusual family or household arrangement, present a problem of immediate dependence prior to and at the time of said illness) not to exceed a total of five (5) days per year. If needed, one of these days may be used for a circumstance, in the immediate family, that cannot be accomplished outside of the working day. Such days are non-cumulative. An employee may request an additional unpaid leave of absence for up to one year, such request subject to the approval of the Board.

I. ASSOCIATION LEAVE

A maximum of five (5) days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. Such leave shall be granted with pay. The Association shall reimburse the costs of the substitute, if one is hired. Notice shall be given to the employee's immediate supervisor at least three (3) workdays in advance.

J. UNPAID LEAVE

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies. Unpaid leave for classified employees must be authorized by the Superintendent. Whenever possible, classified employees shall make a written request for unpaid leave ten days prior to the beginning date of the requested leave. If the leave is granted, the deductions in salary shall be made unless they are waived specifically by the Superintendent.

The Superintendent shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the Superintendent shall consider the effect of the employee's absence on the education program and school district operation, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence and other factors the Superintendent believes are relevant in making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and school district operations.

While on unpaid leaves, the employee's interest in the retirement funds, accumulative sick leave, seniority and salary shall be frozen.

ARTICLE VII

VACATION

Full-time, 11/12 month classified employees who have served a full year (12 months) are entitled to vacation with pay on the following schedule:

- After one year – 5 days of vacation
- After two consecutive years – 10 days of vacation
- After eight consecutive years – 15 days of vacation

Full-time, 11/12-month employees that have served less than 12 months are entitled to vacation with pay pro-rated to the nearest half-day in the first two years.

1) All vacations are subject to approval of the Superintendent through the appropriate administrator or supervisor.

2) Vacation time is non-cumulative.

3) When a vacation includes a paid holiday, the vacation time shall be extended at the beginning or the close of the vacation.

4) The work year is defined as the 12 months from July 1 of one year through June 30 of the following year.

ARTICLE VIII

HOLIDAYS

All classified employees receive holiday pay. The following shall be recognized by the Board as paid holidays for all employees:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

The following shall be recognized by the Board as paid holidays for 11/12 month employees:

Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Friday after Thanksgiving Day	Independence Day
Christmas Day	New Year's Day

Holidays for employees hired prior to 2/11/85 that designated this option:
(Connie Andersen and Kaylene Dyke)

Labor Day	December 25, 26, 27 & 29
Thanksgiving Day	January 1 & 2
Friday after Thanksgiving Day	Good Friday
	Monday after Easter

ARTICLE IX

HOURS OF WORK

A. WORK DAY

Employees will be notified of their normal work hours by their immediate supervisor. Employees will be given five (5) days notice of any permanent change in their normal hours of work.

B. SCHEDULING

A reasonable effort will be made to schedule an employee's hours of work in a single block of time. However, the assigned hours may vary according to the needs of the employer. Duties will first be offered to bargaining unit members. Openings not filled within the time designated shall be filled at the employer's discretion.

C. DUTY FREE MEAL

Employees who work a single block of time of six hours or more shall have an unpaid duty-free meal break of not less than thirty minutes to be arranged with the employee's supervisor. Employees who are assigned a duty during their meal break shall be paid for the duty time.

ARTICLE X

STAFF REDUCTION PROCEDURES

The Board of Education retains the sole and exclusive right to determine the number of staff members to employ. If the Board determines that there shall be a reduction in the number of staff members, the following procedures will apply.

A. Layoffs will be made within the following job classifications: food service; transportation; associates; secretaries and custodians.

B. Reductions within a job classification shall be based on the experience, qualifications, training, licensing and seniority of the persons within the job classification. If the employer determines that two or more employees are relatively equally qualified to perform the duties of the position, the employer shall reduce the employee with the least seniority. Employees hired to replace an employee on a leave of absence may be reduced without reference to this article.

C. Because of the unique requirements of associate positions, the employer may vary from the standards in paragraph B when the employer demonstrates that the retention of a specific associate is in the best interests of a student or the District.

D. The employee shall be provided a notice of layoff by personal service or by registered mail.

E. An employee who is notified of a layoff may request a meeting with the Board of Directors. The employee may present evidence of why the employee should not be laid off.

F. Laid off employees will be recalled to available positions within the job classification from which the employee was laid off for a period of one year from the date of termination provided they make such a request in writing to the Superintendent within thirty (30) days from the time the laid off employee receives notification of termination. Eligible laid off employees shall be recalled in inverse order of layoff. The employer may vary the order of recall or employ a person not eligible for recall when necessary to meet the needs of the District or a student.

G. Recalled employees shall be restored to the accrued sick leave and seniority earned prior to the effective date of the employee's lay off. The employee shall be restored to the equivalent salary as held by the employee at the time of lay off.

H. A recalled employee must notify the Superintendent within five (5) days of receipt of the notice of recall that the employee intends to accept the offered position. Failure to comply with the above shall result in the loss of eligibility for recall.

I. An employee eligible for recall shall inform the Board Secretary of the employee's current address and telephone number throughout the employee's eligibility for recall.

ARTICLE XI

PHYSICAL EXAMINATIONS

A physical examination by a licensed physician is required of all new appointees to the Shenandoah Schools. A general health statement, including a negative TB test or negative chest x-ray is to be filed with the Central Office by the new employee prior to their first scheduled payday. If it is not received by this deadline, wages shall be withheld until the form is presented. This examination is at the expense of the employee. The school will negotiate a discounted cost with Shenandoah Medical Center Occupational Health. Appointments can be scheduled by calling 246-7250.

Personnel whose health may be in doubt in the opinion of the administration, shall present additional satisfactory examination results when requested to do so. The expense of any additional examinations, if requested by the administration, shall rest with the Board of Education.

The exception to the above guideline is bus drivers who shall present evidence of good health every other year in the form of a physical examination report unless otherwise required by law or medical opinion. The cost of the initial physical for bus drivers is at the expense of the employee. The cost of subsequent physicals shall be borne by the Board of Education.

If bus drivers go to the Shenandoah Medical Center Occupational Health for their required physical, the district will pay the Shenandoah Medical Center Occupational Health directly. If bus drivers go somewhere other than the Shenandoah Medical Center Occupational Health for their required physical, bus drivers covered by school insurance must turn the cost of the physical into insurance. After the payment process by the insurance company, the district will pay up to a maximum of \$50.00 on the balance of the physical directly to the doctor or medical clinic or, in some cases, to the employee. A bus driver that is not covered by school insurance will be reimbursed a maximum of \$50.00 toward the physical.

ARTICLE XII

EMPLOYEE SAFETY

A. HEALTH & SAFETY PROVISIONS

1. The District agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Association and the employees will continue to extend their complete cooperation to the District in maintaining District policies, rules and regulations as to health and safety. All employees shall promptly report any unsafe conditions to their immediate supervisor.
2. Provisions shall be made for protective devices as outlined in Section 280.10 and 280.11 of the Code of Iowa. All such items shall be provided without charge to the employee.

B. USE OF REASONABLE FORCE

1. An employee may, within the scope of his/her employment and pursuant to School District policies, administrative regulations, and directives, using no more force than is reasonable and necessary, take appropriate action in self-defense, or to protect School District property, or other school employees. This paragraph shall not be construed as to condone any action that is in any respect unlawful. All action taken by an employee pursuant to this section shall be promptly reported by the employee to his/her immediate supervisor.

C. EMERGENCY EVACUATIONS

1. In the event that a building of the Shenandoah Community School District is placed under jurisdiction other than its duly appointed and authorized professional staff for the purpose of emergency evacuation, no staff member covered by this Master Contract Agreement, whose assignment is in that building, shall be required by the Board of Education or the administration of the Shenandoah Community School District to perform any services above and beyond that all students under his/her immediate supervision have been safely evacuated. However, employees may be required to review the areas to which they are assigned for suspicious objects.

D. ASSAULTS

1. Whenever an employee has suffered an assault while acting within the scope of his/her employment, the employee shall notify his/her immediate supervisor immediately. The District shall provide appropriate assistance to the assaulted employee(s) for needed liaison with the police and other authorities.
2. If, as a result of an unprovoked assault as described above, an employee's clothing and personal effects, subject to the District's insurance policy definition and loss, are torn or destroyed, provided an investigation by the District indicated

there was no negligence on the part of the employee, the employee shall be eligible for reimbursement for the damage. Reimbursement by the District for any loss shall be made only if such loss is not covered by the employee's personal insurance. This provision shall apply only to those incidents which occur on school property and while the employee is engaged in school business. A request for reimbursement shall be submitted in writing to the Central Office, shall describe the incident, shall state the amount of reimbursement sought and verification thereof, and shall be subject to approval by the District.

ARTICLE XIII

TRANSFER PROCEDURE

A. DEFINITION

A transfer is the movement of an employee to a vacancy in a different building or job classification within the bargaining unit.

B. PROCEDURE

The Board shall determine when a vacancy exists. This article does not limit the Board from reassigning employees to available work or filling a position with a temporary assignment.

This article does not preclude the Board from filling any vacancy with a new hire, even if the position has been posted for transfer applications.

The Board shall determine whether an applicant shall be selected for the vacancy and when an applicant is to be selected, which applicant shall be assigned to the vacant position.

C. NOTIFICATION

When the Board determines that there is a vacancy, a notice of the vacancy will be posted for at least five (5) days at the Central Office, at the Bus Barn and in each school. Employees interested in applying for the vacancy shall submit their request for consideration in accordance with the notice of vacancy.

Employees wishing to be informed of specific vacancies that occur during the summer shall submit that request in writing to the Central Administrative Office before the last day of school. These employees shall then be notified in writing of any vacancies that occur in that specific position during the summer months.

D. INVOLUNTARY TRANSFER

The Board may involuntarily transfer an employee to fill a vacant position as determined by the needs of the district. Involuntary transfers shall be made known in writing to the employee involved.

ARTICLE XIV

EVALUATION PROCEDURES

A. NOTIFICATION

Within thirty (30) days after the beginning of the school year or initial hiring, the employer shall acquaint the employees with the formal evaluation procedures.

B. FREQUENCY

A new employee shall be formally evaluated within the employee's first full year of employment. Continuing employees shall be evaluated at least once every other fiscal year.

C. EVALUATION

Employees shall be evaluated on their skills, abilities and competence based upon the evaluation criteria established by the Board of Directors. Results of a formal evaluation shall be in writing and shall be provided to the employee. The evaluator and the employee shall meet regarding the evaluation. The employee and the evaluator shall sign the evaluation form indicating that the meeting has occurred and a copy of the evaluation has been given to the employee. An employee may respond to the evaluation in writing and the response will be kept in the personnel file.

D. PERSONNEL FILE

Each employee shall have the right to review the contents of his or her personnel file as provided in the Code of Iowa. Any complaints regarding an employee which are to be placed in the employee's personnel file shall be provided to the employee. An employee may respond to such complaints in writing and the response will be kept in the personnel file.

E. GRIEVANCE

An employee may grieve an evaluation pursuant to the grievance procedure.

F. "NEW EMPLOYEE"

For the purposes of this article, a "new employee" is an individual who is hired for the first time by the district and those former employees of the district who were not employed during the prior school year.

ARTICLE XV

SENIORITY

A. DEFINITION

Seniority shall be defined as an employee's length of continuous service with the employer since his or her last date of hire.

B. PROBATION

A new employee shall serve a probationary period of 90 working days. Upon completion of the probationary period, the employee shall be put on the seniority list and the employee's seniority will be calculated from the employee's last date of hire. Probationary employees may be terminated for any reason without recourse to the procedures in this agreement.

C. SENIORITY LIST

The employer shall post a seniority list once each year, no later than November 1. The list shall be divided by job classifications. An employee may grieve only errors in placement that have occurred since the prior posting of the list. The seniority list as posted will be used for any seniority determination until the next list is posted.

D. LOSS OF SENIORITY

An employee shall lose his or her seniority as follows:

1. Upon voluntary or involuntary termination other than layoff.
2. Upon failure to return to work after a leave of absence.
3. Upon failure to return to work when recalled from a layoff.
4. Upon consecutive unemployment from the district of one year.

ARTICLE XVI

INSURANCE

Employees, other than bus drivers, who are regularly scheduled to work more than 32 hours per week shall be eligible annually to participate in the group health insurance plan. Such regular classified employees who also wish to purchase insurance coverage for their spouse or dependents may do so by meeting the requirements of the insurer.

Eligible employees who work less than 12 months per year shall receive a prorated contribution to the cost of insurance based upon the portion of a full work year that the employee is employed.

The Board of Directors shall have the exclusive right to determine the carrier for the district's insurance programs, including group health and accident insurance; long term disability insurance; and group life insurance.

The district shall pay the single premium for coverage of each full time, twelve-month employee.

An employee who is on an unpaid leave, other than FMLA leave, shall be required to pay the premium to maintain coverage if the leave is more than thirty days long.

As more fully set out in a letter of understanding, certain employees who have been eligible for a full year insurance contribution shall continue to receive this benefit during continuing employment.

An employee of the district who would be eligible for a contribution to the cost of insurance by the employer shall notify the employer of the employee's intent to enroll in or continue health insurance coverage not later than December 1 of the school year before the coverage is to begin or be continued. Employees who fail to notify the employer by this date may enroll in or continue insurance coverage as permitted by the insurance carrier. However the employer shall not be required to contribute to the cost of such insurance.

ARTICLE XVII

WAGES-SALARIES

A. GENERAL PROVISIONS

1. The minimum pay for each job classification is set out in Appendix A.
2. Employees who have worked more than 50% of the workdays in the 2005-2006 school year shall receive an increase of 45 cents per hour in their rate of pay.
3. The starting wage for each person hired will be the probationary wage for their job classification in Appendix A unless the board determines that the probationary period shall be waived. In such instances, the starting wage for the employee shall be the base wage for their job classification in Appendix A.
4. After 90 workdays of probationary employment the Board may increase an employee's rate of pay by not more than \$1.00 per hour.
5. An employee shall earn longevity pay after their fifth consecutive year of service at a rate of \$.05 per hour. An additional \$.05 per hour will be paid for each 5-year increment of continuous service. One year of service is earned by working 50% or more of the total workdays during a fiscal year.
6. Employees shall accurately complete and submit daily time records showing the actual number of hours worked.
7. Overtime work must be approved in advance by the employee's supervisor.
8. Overtime shall be calculated on the hours in excess of forty hours actually worked by the employee in the work week and shall be paid at the rate of one and one-half times the employee's regular hourly rate. Paid leave does not count toward overtime calculation. The Board may establish a compensatory time policy for all or a portion of the job classifications covered by this agreement. Compensatory time shall be earned at the rate of one and one-half hours for each overtime hour worked.
9. If an employee is voluntarily or involuntarily transferred from one job classification to another job classification, the employee shall receive his or her former hourly rate of pay or the newly hired rate of pay for the new classification, whichever is greater.
10. If a school employee also works as an activity ticket taker or as an official, the pay they will receive must go through payroll. Activity workers are paid \$18.00 per event. Officials are paid depending on the athletic event.

B. SPECIAL PAY PROVISIONS REGARDING BUS DRIVERS

1. Regularly established bus routes will be paid at the rate of \$25.50 per route regardless of the hours required to complete the route and perform the related duties.
2. It is understood that the rate provided in paragraph 1 of this Section B. compensates the employee for all necessary pre-trip and post-trip procedures and for the occasional driver meetings and student discipline events that the driver may be required to spend time on.
3. Activity trips shall be paid on an hourly basis per hour for all driving time as per contracted amount.

C. PAY SCHEDULE

1. Hours worked shall be paid on the 20th of the month following the month in which the work was performed unless the pay date falls on or during a school holiday, vacation, or weekend. In such instance, the Central Office will attempt to distribute payment on the last previous working day.
2. The Board may offer employees a direct deposit alternative to receiving a regular paycheck. If direct deposit is used, an additional three days may be taken before the employee's account is credited. The direct deposit alternative will be subject to such other rules as the Board may require of all employees using the direct deposit program.

D. LICENSURE

1. Classified employees who require a special license or other certification shall keep them current at their own expense. Licensing requirements needed for a position will be considered met if the employee meets the requirements established by law and by the Iowa Department of Education for the position.

F. PAY DIFFERENTIAL

1. Custodians working a night shift beginning at or after 2:00 p.m. will receive a \$.15 per hour pay differential.
2. Level II and Level III Teacher Associates will receive \$.15 per hour pay differential.

ARTICLE XVIII

COMPLIANCE AND DURATION

A. SAVINGS CLAUSE

In the event that any provisions of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

B. PRINTING AGREEMENT

The Board agrees to print copies of the Agreement in a format agreed upon within thirty (30) days after the Agreement is signed. The cost of the printing of this Agreement shall be borne by the Board of Education.

The Agreement shall be presented to all employees covered by this Agreement now and hereafter employed, and the Association shall be provided fifteen (15) additional copies.

C. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated address or at such other address as may be designated by the party in written notification to the other party.

1. If by Association, to the Board at 304 West Nishna Road.
2. If by the Board, to the Association at the home address of the Association President.

D. FINALITY AND EFFECT OF AGREEMENT

1. This Agreement supersedes and cancels all previous collective bargaining Agreements between the School District and the Association or any employee and constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.
2. The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this Agreement. Therefore, the Board and the Association each voluntarily and unqualified waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement.

E. DURATION PERIOD

This agreement shall be effective from July 1, 2006, and shall continue in effect until June 30, 2008, excluding articles XVI, Insurance and XVII, Wages-Salaries.

F. SIGNATURE CLAUSE

In witness thereof, the parties hereto caused this Agreement to be signed by their respective Presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 13th day of March, 2006.

SHENANDOAH SUPPORT ASSOCIATION PLUS

SHENANDOAH BOARD OF EDUCATION

By Pete Jorgensen
Its President

By Margaret Brady
Its President

By Joni K. Graham
Its Chief Negotiator

By Dick Probst
Its Chief Negotiator

APPENDIX A

	Food Service	Associates	Secretaries	Custodians	Transportation
Base Wage	\$8.68	\$8.95	\$9.46	\$9.71	\$10.13
Probationary Wage	\$7.68	\$7.95	\$8.46	\$8.71	none

APPENDIX B
GRIEVANCE REPORT

_____ Date Filed

Distribution:

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Shenandoah Community School District
_____ Building

Name of Aggrieved Person

LEVEL I

A. Date violation occurred _____

B. Section(s) of Master Contract Agreement Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature _____ Date _____

E. Disposition by Principal or Immediate Supervisor

Signature of Principal or Immediate Supervisor

Date

LEVEL II

A. _____

Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent or His/Her Designee*

Signature of Superintendent or His/Her Designee

Date

=====

LEVEL III

A. _____
Signature of Aggrieved Person

Signature of Association President

B. _____
Date submitted to Arbitrator

Date received by Arbitrator

C. Disposition and award of Arbitrator*

Signature of Arbitrator

Date

*If additional space is needed, attach additional sheets.

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NOTE: All provisions of Article III of the current Master Contract Agreement shall be strictly observed in the settlement of grievances.

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APPENDIX C

DUES DEDUCTION TERMINATION

I hereby request and authorize the Shenandoah Board of Education to terminate dues deduction. It is understood that this authorization for termination of dues deduction shall be my twenty (20) day notice to my employer.

DATE _____

SIGNATURE _____

Social Security No. _____

APPENDIX D

DUES DEDUCTION AUTHORIZATION

I hereby request and authorize the Shenandoah Board of Education to deduct from my earnings, until this authorization is changed or revoked as provided herein, my monthly payment of dues which amount is to be remitted for me and on my behalf to the treasurer of the Shenandoah Support Staff Association, affiliate of the Southwest UniServ Association, the Iowa State Education Association, and the National Education Association.

DATE _____

SIGNATURE _____

Social Security No. _____

SSSA _____

SUA _____

ISEA _____

NEA _____

Total Dues Deduction _____

Monthly Deduction (Oct. thru June-9 months) \$ _____

APPENDIX E

SHENANDOAH COMMUNITY SCHOOL DISTRICT
304 WEST NISHNA ROAD
SHENANDOAH, IOWA 51601
712-246-1581

Please read before examination:

A physical examination by a licensed physician is required of all new appointees to the Shenandoah Schools. A general health statement, including a negative TB test or negative chest x-ray is to be filed with the Central Administrative Office by the new employee prior to their first scheduled payday. If it is not received by this deadline, wages shall be withheld until the form is presented. This examination is at the expense of the individual. The school will negotiate a discounted cost with Shenandoah Medical Center Occupational Health. Appointments can be scheduled by calling 246-7250.

Name _____ Birthdate _____ Age _____

Address _____ Phone _____

Building Assignment _____

Tuberculin skin test: Month _____ Year _____ Results _____

Chest x-ray (Positive tuberculin reactors only) _____

This is to certify that I have examined _____ of the Shenandoah Community School District and find him/her to be free from all communicable diseases and do consider him/her physically capable of rendering service and will in no way endanger the health or lives of pupils or co-workers.

Date _____ Examining Physician _____

Address _____

Note for Doctors of Chiropractic only:

I affirm that the affidavit required by Iowa Code Section 151.8 is on file with the Iowa Board of Chiropractic examiners.

Signature